

**EXHIBIT “B” – Motion for Authority to
Retain Lazard**

40 North Central Avenue
Phoenix, Arizona 85004-4429
Facsimile (602) 262-5747
Telephone (602) 262-5311

Randolph J. Haines-State Bar No. 005440
Email address: rjh@lrlaw.com

AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.
1900 Pennzoil Place – South Tower
711 Louisiana
Houston, Texas 77002
Telephone (713) 220-5800
Facsimile (713) 236-0822

H. Rey Stroube, III-Texas State Bar No. 19422000
S. Margie Venus- Texas State Bar No. 20545900
Email address: efiler@akingump.com

Attorneys for Debtor BCE West, L.P., *et al.*

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA**

In Re:	)	Chapter 11
)	
BCE WEST, L.P., <i>et al.</i>,	)	Case Nos. 98-12547
	)	through 98-12570 ECF CGC
Debtors.	)	Jointly Administered
)	
EID # 38-3196719	)	AFFIDAVIT OF LAZARD FRERES &
	)	CO. LLC AND DISCLOSURE
	)	STATEMENT PURSUANT TO
	)	BANKRUPTCY CODE SECTIONS
	)	327, 328(a) AND 504 AND FEDERAL
	)	RULES OF BANKRUPTCY
	)	PROCEDURE 2014(a) AND 2016(b)

STATE OF NEW YORK)	
	)	SS:
COUNTY OF NEW YORK)	

BARRY W. RIDINGS, being duly sworn to oath, deposes and says:

- I am a managing director of Lazard Freres & Co. LLC (“Lazard”), which maintains offices at 30 Rockefeller Plaza, New York, New York, and I am authorized to execute this affidavit on behalf of Lazard. This affidavit is submitted in support of the proposed employment of Lazard by Boston Chicken, Inc. and its subsidiaries that are the debtors in the above entitled and numbered Chapter 11 cases (“Debtors”) as financial advisor. Unless otherwise stated in this affidavit, I have personal knowledge of the facts set forth herein.

2. Lazard is a privately held investment banking firm that provides a broad range of corporate advisory services, capital market capabilities, asset management, and principal investing. Lazard has been advising clients around the world for over 150 years through its three Lazard “houses” centered in New York, London, and Paris. Lazard has dedicated professionals who provide restructuring services to its clients.
3. The current managing directors, principals, vice presidents and associates of Lazard have extensive experience working with financially troubled companies in complex financial restructurings out-of-court and in Chapter 11 proceedings. Lazard and its principals have been involved as advisor to debtor, creditor and equity constituencies and government agencies in many reorganization cases. Since 1990, Lazard’s professionals have been involved in over 90 restructurings, representing over \$90 billion in debtor assets.
4. In addition to its extensive experience in reorganization cases, Lazard and its current principals have considerable experience in providing merger and acquisitions advisory services.
5. Lazard will be paid in accordance with the terms of the Engagement Letter for financial advisory services. Under the terms of the Engagement Letter (attached hereto as Exhibit “A”), Lazard seeks a monthly fixed fee of \$150,000 for the provision of its restructuring services and in the event a Business Combination (as defined) is consummated, an Incremental Fee pursuant to the terms of Schedule I to the Engagement Letter. As set forth in the Engagement Letter, Lazard has agreed to make application to this Court for compensation and reimbursement of expenses in compliance with the Bankruptcy Code and the Bankruptcy Rules. Lazard will apply for fees under §330 and provide detailed billing statements in no greater detail than half-hour increments, itemizing the time spent providing services to the Debtor. Lazard will agree to the payment order (docket 200) and the §331 interim fee application provisions set forth therein. Lazard will be prepared to justify the reasonableness of its fees and expenses in its final application under §330 to this Court.
6. The Engagement Letter further provides that Lazard is entitled to reimbursement, upon request from time to time, of all reasonable out-of-pocket expenses incurred in connection with the foregoing services. Expenses will be charged at actual costs incurred, and include, without limitation, charges for all reasonable travel expenses, duplicating charges, computer and research charges, attorney fees, messenger services and long distance telephone calls.
7. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after due inquiry, neither I nor any other managing director, principal or professional employee of Lazard (i) is related professionally to the Debtor, its creditors or any other party in interest herein, the United States Trustee or anyone employed in the United States Trustee’s office, or (ii) has any connection with or holds or represents any interest adverse to the Debtor, its estate, its creditors or any other party in interest herein or its respective attorneys in the matters for which Lazard is proposed to be retained.

- 1 8. In order to provide full disclosure in connection with the Debtors' motion to retain Lazard as
2 financial advisors certain entities related to Lazard have had prior relationships with Boston
3 Chicken, Inc. and its creditors, as follows:
- 4 (a) Lazard has provided financial advisory services to certain of Boston Chicken's
5 creditors including Harris Trust & Savings Bank, AON Risk Services, and MCI
6 Telecommunications. Lazard currently provides financial advisory services to G.E.
7 Capital Corporation and NCR Corporation. None of these prior or current
8 engagements or relationships relates to these Chapter 11 cases.
- 9 (b) Lazard has in the past worked with, continues to work with, and has mutual clients
10 with certain law firms who represent parties-in-interest in the case. None of those
11 engagements or relationships relates to these Chapter 11 cases.
- 12 (c) Boston Chicken has numerous customers, creditors and other parties with whom they
13 maintain business relationships. Lazard may have advisory or other commercial or
14 professional relationships with such entities or persons completely unrelated to Boston
15 Chicken or its business affairs. No such relationships are in any way related to these
16 cases.
- 17 (d) Lazard in the past may have had commercial or professional relationships, and may
18 have commercial or professional relationships directly or indirectly with competitors,
19 creditors and customers of Boston Chicken. However, Lazard is not aware of any
20 commercial or professional relationships with any entities that it believes create a
21 conflict of interest in regards to the Debtors or these Chapter 11 cases.
- 22 9. To the best of my knowledge, Lazard has not been retained to assist any entity or person other
23 than the Debtors on matters relating to, or in connection with, these Chapter 11 cases. If this
24 Court approves the proposed employment of Lazard by the Debtors, Lazard will not accept
25 any engagement or perform any service for any entity or person other than the Debtors in
26 these cases. Lazard will, however, continue to provide professional services to, and engage in
commercial or professional relationships with, entities or persons that may be creditors of the
Debtors or parties in interest in these Chapter 11 cases; provided, however, that such services
do not relate to, or have any direct connection with, these Chapter 11 cases.
10. To the best of my knowledge, information and belief, Lazard does not have nor represent any
interest materially adverse to the interests of the Debtors, nor of any class of creditors or
equity security holders of the Debtors, by reason of any direct or indirect relationship to,
connection with, or interest in the Debtors. Lazard will update this affidavit as necessary.
11. As more fully described in the Engagement Letter, the services to be rendered by Lazard in
these cases include, without limitation, providing the Debtors with analyses and general
restructuring advice and assistance as may be required. In addition, Lazard has informed the
Debtors that it will perform the following activities with respect to these Chapter 11 cases:

- a) A review and analysis of the Company's business, operations and financial projections, with the results communicated to the Company in writing and/or orally;
 - b) Evaluating the Company's debt capacity in light of its projected cash flows;
 - c) Assisting in the determination of an appropriate capital structure for the Company;
 - d) Determining a range of values for the Company on a going concern basis;
 - e) Advising the Company on tactics and strategies for negotiating with the holders of the Existing Debt Obligations (the "Lenders");
 - f) Rendering financial advice to the Company and participating in meetings or negotiations with the Lenders in connection with any restructuring, modification or refinancing of the Company's Existing Debt Obligations;
 - g) Advising the Company on the timing, nature, and terms of new securities, other consideration or other inducements to be offered pursuant to the Restructuring;
 - h) Advising and assisting the Company in evaluating potential capital markets transactions, including public or private debt or equity offerings (a "Financing Transaction") by the Company, and, on behalf of the Company, evaluating and contacting potential sources of capital as the Company may designate and assisting the Company in negotiating such a Financing Transaction;
 - i) Assisting the Company in preparing documentation required in connection with the Restructuring of the Existing Debt Obligations;
 - j) Assisting the Company in identifying and evaluating candidates for a potential Business Combination, advising the Company in connection with negotiations and aiding in the consummation of a Business Combination¹ including the undertaking of any appropriate financial analysis in connection therewith;
 - k) Advising and attending meetings of the Company's Board of Directors and its committees;
 - l) Providing testimony, as necessary, in any proceeding before the Bankruptcy Court; and
 - m) Providing the Company with other appropriate general restructuring advice.
12. Lazard will maintain detailed time records and records of any actual and necessary costs and expenses incurred in connection with the aforementioned services. Lazard has not shared or agreed to share any of its compensation from the Debtors with any other person, other than a partner, principal or staff person of Lazard as permitted by section 504 of the Bankruptcy Code. The proposed engagement of Lazard is not prohibited by Bankruptcy Rule 5002.

Dated: New York, New York
September 2, 1999

LAZARD FRERES & CO. LLC

By: /s/ Barry W. Ridings
Name: Barry W. Ridings
Title: Managing Director

Sworn to and subscribed before me, a notary public for the State of New York, County of
Manhattan, this 2nd day of September, 1999.

By: /s/ Kathleen White
Notary Public

My Commission Expires:

OFFICIAL SEAL
KATHLEEN WHITE
Notary Public, State of New York
NY Notary #01WH964655
My Commission Expires
October 31, 2000